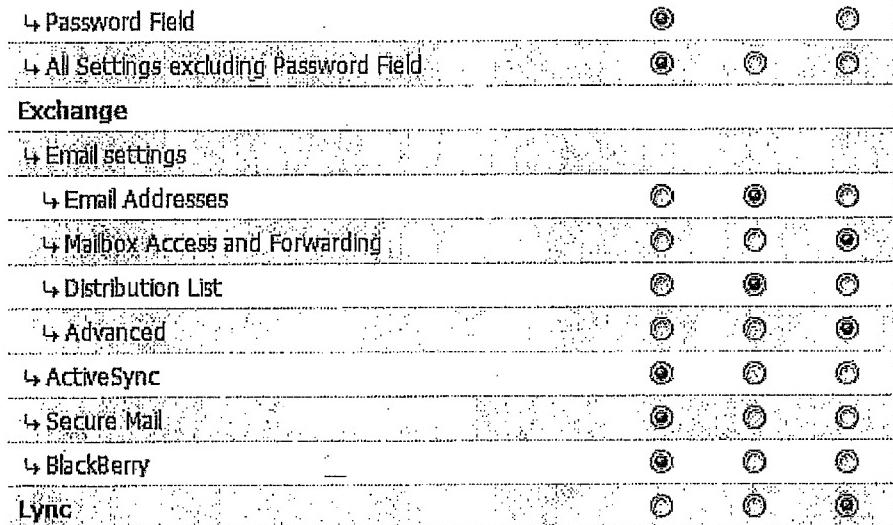


EXHIBIT J

From: Raul Del Forno <raul.d@urpa.com>
Sent: Wednesday, December 04, 2013 6:11 PM
To: Eli Verschleiser
Subject: not done right
Attachments: image001.png

Eli enable my account by using
raul.d@cisecurities.com Password UNITEDDr3@lty

or fix their permissions to the following.



Raul Del Forno
Director of Technology

United Realty Partners, LLC
44 Wall Street | New York, NY 10005
Main: 212 388 6800 | Direct: 212 388 6808
Raul.D@URPa.com | www.URPa.com

For Technical Support

Phone: 212 388 6899
E-mail: Support@URPa.com

DISCLAIMER: This transmission is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please destroy it and notify us immediately via reply e-mail or by telephone. Thank you.

EXHIBIT K

CRIMINAL COURT OF THE CITY OF NEW YORK
PART APAR, COUNTY OF QUEENS

Q12000662

2017 SEP 25 PM 2:24

THE PEOPLE OF THE STATE OF NEW YORK |

STATE OF NEW YORK
COUNTY OF QUEENS

v.

ELIYAHU VERSCHLEISER (37Y)
DEFENDANT

2012QN021085



POLICE OFFICER CHRISTOPHER RUPPENTHAL OF PORT AUTHORITY, TAX REG#: 442630, BEING DULY SWEORN, DEPOSES AND SAYS THAT ON OR ABOUT APRIL 16 2012 AT ABOUT 7:30PM, IN FRONT OF TERMINAL #8 ARRIVALS JFK AIRPORT, COUNTY OF QUEENS, STATE OF NEW YORK

THE DEFENDANT COMMITTED THE OFFENSE OF:
PL 190.25-3 CRIMINAL IMPERSONATION SECOND DEGREE

IN THAT THE DEFENDANT DID: (A) PRETEND TO BE A PUBLIC SERVANT, WEAR OR DISPLAY WITHOUT AUTHORITY A UNIFORM, BADGE, INSIGNIA OR FACSIMILE THEREOF BY WHICH SUCH PERSON IS LAWFULLY DISTINGUISHED, OR FALSELY EXPRESSED BY WORDS OR ACTIONS THAT HE WAS A PUBLIC SERVANT OR WAS ACTING WITH APPROVAL OR AUTHORITY OF A PUBLIC AGENCY OR DEPARTMENT, AND (B) SO ACTED WITH INTENT TO INDUCE ANOTHER TO SUBMIT TO SUCH PRETENDED OFFICIAL AUTHORITY TO SOLICIT FUNDS OR TO OTHERWISE CAUSE ANOTHER TO ACT IN RELIANCE UPON THAT PRETENSE

THE SOURCE OF DEONENT'S INFORMATION AND THE GROUNDS FOR DEONENT'S BELIEF ARE AS FOLLOWS:

DEONENT STATES THAT HE IS INFORMED BY PHILIP DENT, AN AIRPORT SECURITY GUARD, THAT AT THE ABOVE-MENTIONED DATE, TIME, AND PLACE OF OCCURRENCE THE DEFENDANT, ELIYAHU VERSCHLEISER, REFUSED TO MOVE HIS MOTOR VEHICLE, WHICH WAS DOUBLE-PARKED AND PARKED IN A CROSSWALK AT THE ABOVE-MENTIONED AIRPORT, AND IDENTIFIED HIMSELF, IN SUM AND SUBSTANCE, AS A FEDERAL OFFICER.

DEONENT FURTHER STATES THAT THE DEFENDANT IDENTIFIED HIMSELF TO DEONENT AS A FEDERAL LAW ENFORCEMENT AGENT. DEONENT FURTHER STATES THAT HE INFORMED THE DEFENDANT THAT IT IS A CRIME TO FALSELY CLAIM TO BE A PUBLIC SERVANT AND THAT THE DEFENDANT AGAIN IDENTIFIED HIMSELF AS A FEDERAL LAW ENFORCEMENT AGENT.

DEONENT FURTHER STATES THAT THE DEFENDANT STATED TO HIM, IN SUM AND SUBSTANCE, "I'M IN A PBA."

DEONENT FURTHER STATES THAT HE HAS OBTAINED AND READ A PRINTOUT OF THE DEFENDANT'S NATIONAL CRIME INFORMATION CENTER (NCIC) RECORDS, WHICH ARE BASED UPON THE DEFENDANT'S PEDIGREE INFORMATION. DEONENT FURTHER STATES THAT SAID RECORDS ARE MADE IN THE REGULAR COURSE OF

04/11/2012 09:00 AM 04/11/2012 09:00 AM

VERSCHLEIBER, ELIYAHU Q12000562

BUSINESS, THAT IT WAS THE REGULAR COURSE OF SUCH BUSINESS TO MAKE IT AT THE TIME OF THE ACT, TRANSACTION, OCCURRENCE OR EVENT, OR WITHIN A REASONABLE TIME THEREAFTER, AND THAT SAID RECORDS INDICATE THAT THE DEFENDANT IS NOT EMPLOYED BY A FEDERAL AGENCY AND IS NOT A PUBLIC SERVANT.

FALSE STATEMENTS MADE IN THIS DOCUMENT ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW

04/11/12 P.C.L. *2693
DATE SIGNATURE KAPPENBERG

SWORN TO BEFORE ME ON THE
DAY OF

DATE SIGNATURE

Criminal Court of the City of New York
County of New York
Date 4-12-2012
Court Clerk
Signature of Court Clerk



CRIMINAL COURT OF THE STATE OF NEW YORK

ADJOURNMENT IN CONTEMPLATION OF DISMISSAL
CONDITIONAL DISCHARGE
PRE-SENTENCE CONDITIONS

PEOPLE OF THE STATE OF NEW YORK
against
Eliyahu Verschleiser,
Defendant

County/Court
Return Part
Docket No.
NYSID No.

QCC
APS
2012 Q NO 21085
11847353J

NATURE OF DISPOSITION:

ACD

CONDITIONAL
DISCHARGEPRE-SENTENCE
CONDITIONS

CONDITIONS OF DISPOSITION:

Further, as a condition(s) of the above disposition, defendant is required to lead a law-abiding life and:

- Pay a Fine in the amount of \$ _____
 Perform Community Service 5 Days. DA OTHER _____
 Complete a Substance Abuse Program : NAME OF PROGRAM _____
 Complete a Batterer's Intervention Program : NAME OF PROGRAM _____
 Other Program: DDP (B.A.C.) Treatment Readiness Program Other
NAME OF PROGRAM _____
 Pay Restitution: The Court, having considered any victim impact statement, and having provided both the defendant and the District Attorney an opportunity to be heard, finds that the defendant must pay to the victim:
a) Amount of restitution/reparation to be paid by the defendant through Safe Horizon is: \$ _____
b) A 5% OR % designated surcharge, total amount of the surcharge is \$ _____

*✓ Private
CS permit*

TOTAL AMOUNT TO BE PAID TO SAFE HORIZON IS \$ _____

Restitution Payment Schedule: The total amount owed by the defendant will be paid as follows:

- Pay entire amount by _____ [Enter date prior to expiration of sentence.]
 Partial payment of \$ _____ on the date of sentencing, pay entire amount by _____
 Pay equal installment of \$ _____ per month week bi-weekly starting on _____
Restitution for Benefit of: _____

Name of Victim(s)

Address

- IGNITION INTERLOCK DEVICE: The defendant shall install and maintain an ignition interlock device (IID) in any motor vehicle owned, operated or rented by the defendant for a period of six months, one year or _____ and agree to comply with orders and conditions set forth on a separate IID conditions form.
 ADDITIONAL CONDITION(S): _____
 ORDER OF PROTECTION: Full Limited

Melendez

COMPLIANCE ADJOURNMENT DATE:

7-18 QCP

Judge of the Criminal Court

SM 5-16-12

Date

I have received a copy of the conditions of the above sentence and agree to comply with the Court's order and any authorized extensions.

I understand that a failure to comply with the aforementioned conditions or report on dates and times scheduled may result in a bench warrant for my arrest and imposition of a maximum alternative jail sentence of _____, or in the case of an ACD, the restoring of this case to the Court's calendar.

DEFENDANT: Eliyahu Verschleiser

DATE: 5-16-12

Interpreter: _____

DECLARATION OF DELINQUENCY

On the basis of the attached information, there is reasonable cause to believe that the defendant violated a condition of the sentence in this case. (CPL 410.30 & 410.40). Accordingly, subject to a final declaration, it is hereby declared that the defendant is delinquent and a warrant should be issued.

QF

QF

QF

QF

Criminal Court of the City of New York
County of Suffolk 8-24-2012
I do solemnly declare and affirm that the foregoing is true
I am the Clerk of this Court
Johne Court Clerk

ARREST

Date: April 16, 2012 Time: 07:40 pm

the defendant was furnished with a copy of the accusatory instrument filed against him.

waived the requirement that he be informed pursuant to section 180.10 of the CPL

ARRAIGNMENT

The following notices were served at arraignment:

Def #1 Def #2 Def #3 Def #4 Def #5

Defendants are charged with violation of:
PL 190.25-3

C.P.L.250.20

C.P.L.240.30

Vienna Convention

C.P.L.710.30(1)(a)

{ C.P.L.710.30(1)(b)

{ P.L.450.10-15 days

{ P.L.450.10-48 hours

C.P.L.170.20

Cross Grand Jury

DOCUMENTS

Served at Arraignment

Needed for Conversion

Supporting Deposition

DMV Abstract

Lab Report/Field Test

DWI Paperwork

Domestic Incident Report

Underlying TOP

Desired Information

Criminal Court of the City of New York

MISDEMEANOR

Part: The People of the State of New York vs. County: QUEENS

DOCKET NUMBERS

#1 ELIYAHU VERSCHLEISER

4211 N. 42 TERRAC HOLLYWOOD FL

Arr#: Q12000562

{ LAS/Other [] [] Arr Only [] TROC

[] Interpreter Required

Def #1 Def #2 Def #3 Def #4 Def #5

Def TROC [] #1 [] #2 [] #3 [] #4 [] #5

Notify 18B [] #1 [] #2 [] #3 [] #4 [] #5

Def TROC [] #1 [] #2 [] #3 [] #4 [] #5

#1 [] Dismissal [] ACD [] Plea [] Reduced

Sentence:

Def #2

HON SERITA ART 4 - 17 - 12

Def #3

OCR SCHUETZ

Def #4

Def #5

Def #6

Def #7

Def #8

Def #9

Def #10

Def #11

Def #12

Def #13

Def #14

Def #15

Def #16

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Def #282

Def #283

Def #284

Def #285

Criminal Court of the City of New York
County of Bronx Date 7-24-2012
I hereby certify that the within is a true
Copy of the Record on file at this Court
Holmes Court Clerk.

CRIMINAL COURT CITY OF NEW YORK
RECORD OF COURT ACTION

Date	Defendant	<input type="checkbox"/> TOP	Present	Absent	Adj.Request
Part			Officer Complainant Defendant Attorney	Officer Complainant Defendant Attorney	People Defense Consent Court
JUDGE RPTR.	APR 5 - MAY 16, 2012				
Judge	HELEN DEEZ				
Reporter					
AC + 5 dcs (pvt cs)			Reason For Adjournment <input type="checkbox"/> Charged <input type="checkbox"/> Excluded		
QCP 7/18/12 SM			Notify Interpreter		
Bail Condition	Judge		Adj.Date	Part	Notify
			QCP	7/18/12	Defendant Attorney
					Defendant Excused
Date	Defendant	<input type="checkbox"/> TOP	Present	Absent	Adj.Request
Part			Officer Complainant Defendant Attorney	Officer Complainant Defendant Attorney	People Defense Consent Court
Judge					
Reporter					
CSL			Reason For Adjournment <input type="checkbox"/> Charged <input type="checkbox"/> Excluded		
			Notify Interpreter		
Bail Condition	Judge		Adj.Date	Part	Notify
					Defendant Attorney
					Defendant Excused
Date	Defendant	<input type="checkbox"/> TOP	Present	Absent	Adj.Request
Part			Officer Complainant Defendant Attorney	Officer Complainant Defendant Attorney	People Defense Consent Court
Judge					
Reporter					
Bail Condition			Reason For Adjournment <input type="checkbox"/> Charged <input type="checkbox"/> Excluded		
			Notify Interpreter		
Bail Condition	Judge		Adj.Date	Part	Notify
					Defendant Attorney
					Defendant Excused
Date	Defendant	<input type="checkbox"/> TOP	Present	Absent	Adj.Request
Part			Officer Complainant Defendant Attorney	Officer Complainant Defendant Attorney	People Defense Consent Court
Judge					
Reporter					
Bail Condition			Reason For Adjournment <input type="checkbox"/> Charged <input type="checkbox"/> Excluded		
			Notify Interpreter		
Bail Condition	Judge		Adj.Date	Part	Notify
					Defendant Attorney
					Defendant Excused

CIVIL

CRIMINAL

1000

1000

Criminal Court of the City of New York
County of NYC Date 9/26/2012
I hereby certify that the within is a true
Copy of the Record on file at this Court
JFM Court Clerk

EXHIBIT L

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

-v-

INDICTMENT

MORDECHAI KOOGEL,
SHAIKE SCHOENBERGER,
EREZ ALT,
YOAV RIVLIN,
JOSH EINHORN, a/k/a "Shooky,"
FNU RABINOVITCH, a/k/a "Robby,"
SHALOM ZILBER,
BARBARA MARIANI,
SIMCHA SHAIN,
ELI VERSHLEISER,
JOHN DOE, a/k/a "Machi,"
RALPH SHAY, and
ALEX LNU,

5
T. Hunter

Defendants.

COUNT ONE

The Grand Jury charges:

The Conspiracy

1. From on or about August 1991 up to and including on or about December 1992, in the Southern District of New York and elsewhere, MORDECHAI KOOGEL, SHAIKE SCHOENBERGER, EREZ ALT, YOAV RIVLIN, JOSH EINHORN, a/k/a "Shooky," FNU RABINOVITCH, a/k/a "Robby," SHALOM ZILBER, BARBARA MARIANI, SIMCHA SHAIN, ELI VERSHLEISER, JOHN DOE, a/k/a "Machi," RALPH SHAY, and ALEX LNU, the defendants, and others known and unknown, unlawfully, wilfully, and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States, to wit, to violate Section 1344 of Title 18, United States Code.

2. It was a part and object of the conspiracy that the defendants, MORDECHAI KOOGEL, SHAIKE SCHOENBERGER, EREZ ALT, YOAV RIVLIN, JOSH EINHORN, a/k/a "Shooky," FNU RABINOVITCH, a/k/a "Robby," SHALOM ZILBER, BARBARA MARIANI, SIMCHA SHAIN, ELI VERSHLEISER, JOHN DOE, a/k/a "Machi," RALPH SHAY, and ALEX LNU, and others known and unknown, did execute and attempt to execute a scheme and artifice to defraud various financial institutions, to wit, a scheme to cause financial institutions to make payments upon forged, counterfeit and worthless checks, to obtain the proceeds of those checks and to conceal the proceeds of those checks, in violation of Section 1344 of Title 18, United States Code.

Methods and Means of the Conspiracy

3. Among the methods and means used to carry out the conspiracy described herein were the following:

a. The co-conspirators obtained counterfeit, forged, stolen and worthless checks.

b. The checks were deposited into accounts at financial institutions controlled by one or more of the co-conspirators.

c. Many of these accounts were opened in fictitious names using false identification.

d. The co-conspirators withdrew and attempted to withdraw the proceeds of the counterfeit, forged, stolen and worthless checks through various devices.

e. One of these devices was to use ATM machines to determine if a check had cleared and to withdraw funds if a portion

of a check had cleared.

f. Another device was to draw a check on an account into which a counterfeit, forged or worthless check had been deposited, and subsequently present that check for payment or funnel the proceeds of such a check through additional accounts to conceal the source of the funds.

g. This funneling of proceeds was carried out by, among other means, delivering checks from New York to Boston by express delivery so that the checks could be deposited through accounts controlled by other co-conspirators.

h. The co-conspirators also wire transferred proceeds of forged and counterfeit checks into off-shore accounts located in Switzerland and Nigeria.

Overt Acts

4. In furtherance of said conspiracy and to effect the objects thereof, MORDECHAI KOOGEL, SHAIKE SCHOENBERGER, EREZ ALT, YOAV RIVLIN, JOSH EINHORN, a/k/a "Shooky," FNU RABINOVITCH, a/k/a "Robby," SHALOM ZILBER, BARBARA MARIANI, SIMCHA SHAIN, ELI VERSHLEISER, JOHN DOE, a/k/a "Machi," RALPH SHAY, and ALEX LNU, the defendants, and others known and unknown, committed the following overt acts in the Southern District of New York and elsewhere:

a. In or about August 1991, MORDECHAI KOOGEL and SHAIKE SCHOENBERGER, the defendants, obtained a number of counterfeit checks purportedly drawn on an account of Shearson Lehman Brothers at Citibank (Delaware).

b. KOOGEL and SCHOENBERGER agreed to deliver the counterfeit checks to various individuals who would agree to negotiate the checks and share the proceeds with KOOGEL and SCHOENBERGER.

c. In or about August 1991, MORDECHAI KOOGEL, the defendant, provided an individual named Joseph Rafaelovitch with a forged and counterfeit check purportedly drawn on an account of Shearson Lehman Brothers at Citibank (Delaware) payable to "Michael Lindsey" in the amount of \$49,785.55.

d. MORDECHAI KOOGEL, Joseph Rafaelovitch and JOSH EINHORN, a/k/a "Shooky," agreed to deposit the check into an account controlled by Rafaelovitch and EINHORN, and to share any proceeds paid out on the forged and counterfeit check.

e. On or about August 21, 1991, at Manufacturer's Hanover Trust Company, 177 Montague Street, Brooklyn, New York, Joseph Rafaelovitch deposited the forged and counterfeit check payable to "Michael Lindsey" in the amount of \$49,785.55 into an account controlled by Rafaelovitch and EINHORN.

f. In or about December 1991, Joseph Rafaelovitch and JOSH EINHORN, a/k/a "shooky," agreed to share the proceeds of additional forged and counterfeit checks that would be deposited into an account they controlled at Dollar Dry Dock Bank, 1270 Lexington Avenue, New York, New York.

g. In or about December 1991, MORDECHAI KOOGEL, the defendant, provided Joseph Rafaelovitch with two forged and counterfeit checks payable to "Isaac Mossery" in the respective

amounts of \$97,957.00 and \$99,052.00, purportedly drawn on an account of Trammell Crow Associated Companies at Chemical Bank, Syracuse, New York.

h. On or about December 6, 1992, at Dollar Dry Dock Bank, 1270 Lexington Avenue, New York, New York, Joseph Rafaelovitch deposited the forged and counterfeit checks payable to "Isaac Mossery" in the amount of \$97,957.50 and \$99,052.00 into an account he controlled with EINHORN.

i. In or about November 1991, in Brooklyn, New York, defendants SHAIKE SCHOENBERGER, ALEX LNU and RALPH SHAY agreed that SHAY would deposit a forged and counterfeit check into an account controlled by SHAY and that SHAY would share any proceeds paid out on the forged and counterfeit check with SCHOENBERGER and ALEX LNU.

j. In or about November 1991, SHAIKE SCHOENBERGER and ALEX LNU provided RALPH SHAY with a forged and counterfeit check payable to "Isaac Mossery" in the amount of \$96,500.48 purportedly drawn on an account of Trammell Crow Associated Companies at Chemical Bank, Syracuse, New York.

k. On or about December 3, 1991, at Chemical Bank, 8418 Bay Parkway, Brooklyn, New York, RALPH SHAY deposited the forged and counterfeit check payable to "Isaac Mossery" in the amount of \$96,500.48.

l. In or about December 1991, MORDECHAI KOOGEL and YOAV RIVLIN agreed to travel from New York to Florida to open accounts at financial institutions in fictitious names for the

purpose of depositing and withdrawing the proceeds of forged and counterfeit checks.

m. In or about December 1991, MORDECHAI KOOGEL and YOAV RIVLIN traveled from New York to Florida and opened a number of bank accounts, including the following:

- (1) An account in the fictitious name "Abraham Mercer" at Barnett Bank, Miami, Florida;
- (2) An account in the fictitious name "Abraham Mercer" at First Nationwide Bank, Miami Beach, Florida;
- (3) Accounts in the fictitious name "Abraham Mercer" at additional financial institutions in Florida;

n. In or about December 1991, MORDECHAI KOOGEL provided YOAV RIVLIN with a number of forged and counterfeit checks including four checks purportedly drawn on an account of Shearson Lehman Brothers at Citibank (Delaware) payable to "Abraham Mercer" in the respective amounts of \$29,500.00, \$29,750.00, \$37,950.00 and \$35,700.00.

o. On or about January 2-3, 1992, YOAV RIVLIN deposited the following forged and counterfeit checks made payable to "Abraham Mercer" purportedly drawn on an account of Shearson Lehman Brothers at Citibank (Delaware):

- (1) a check in the amount of \$29,750 at Barnett Bank, Miami, Florida;
- (2) a check in the amount of \$37,500 at First Nationwide Bank, Miami Beach, Florida;
- (3) checks in the amount of \$29,500 and

\$35,950 at other financial institutions in Florida.

p. In or about December 1991, in Brooklyn, New York, Joseph Rafaelovitch, FNU RABINOVITCH a/k/a "Robby," and JOSH EINHORN, a/k/a "Shooky," agreed that Rafaelovitch and RABINOVITCH would travel from New York to Florida for the purpose of attempting to deposit and withdraw the proceeds of forged and counterfeit checks and that they would share the proceeds.

q. In or about December 1991, Joseph Rafaelovitch, JOSH EINHORN, a/k/a "Shooky," and FNU RABINOVITCH, a/k/a "Robby," drove from New York to New Jersey and obtained false identification in the fictitious names "David Batle" and "Henry Laggo" at an office of the New Jersey Department of Motor Vehicles.

r. In or about December 1991, MORDECHAI KOOGEL provided Joseph Rafaelovitch with a forged and counterfeit check payable to "David Batle" in the amount of \$37,500 purportedly drawn on an account of HIP at Citibank, New York, New York, and a forged and counterfeit check payable to "David Batle" in the amount of \$39,000 purportedly drawn on an account of Big Apple Associates at Midlantic National Bank, Newark, New Jersey.

s. In or about December 1991, JOSH EINHORN, a/k/a "Shooky," provided FNU RABINOVITCH, a/k/a "Robby," with forged checks payable to "Henry Laggo" in the respective amounts of \$17,305 and \$15,150 drawn on an account of "Daniel Melamud" at Garden State Bank, Lakewood, New Jersey.

t. In or about January 1992, FNU RABINOVITCH, a/k/a "Robby," and Joseph Rafaelovitch traveled from New York to Florida

to open accounts at financial institutions in fictitious names for the purpose of depositing and withdrawing the proceeds of forged and counterfeit checks.

u. From on or about January 3, 1992 through and including on or about January 6, 1992, RABINOVITCH and Rafaelovitch opened the following accounts at the following banks:

(1) an account in the fictitious name "Henry Laggo" opened on January 3, 1992 at Chase Federal Bank, Miami, Florida;

(2) an account in the fictitious name "David Batle" opened on January 6, 1992 at Citibank, Surfside, Florida;

(3) an account in the fictitious name "David Batle" opened on January 6, 1992 at Great Western Bank, Surfside, Florida.

v. On or about January 7, 1992, at Citibank, Surfside, Florida, Joseph Rafaelovitch deposited into the "David Batle" account the forged and counterfeit check payable to "David Batle" in the amount of \$37,500 purportedly drawn on the account of HIP at Citibank, New York, New York.

w. On or about January 7, 1992, at Great Western Bank, Miami, Florida, Joseph Rafaelovitch deposited the forged and counterfeit check payable to "David Batle" in the amount of \$39,000 purportedly drawn on the account of Big Apple Associates at Midlantic National Bank, Newark, New Jersey.

x. On or about January 6, 1992, at Chase Federal Bank, Miami Florida, FNU RABINOVITCH, a/k/a "Robby," deposited into

the "Henry Laggo" account the forged check payable to "Henry Laggo" in the amount of \$17,305.00 drawn on an account of "Daniel Melamud" at Garden State Bank, Lakewood, New Jersey.

y. On or about January 7, 1992, at Chase Federal Bank, Miami Florida, FNU RABINOVITCH, a/k/a "Robby," deposited into the "Henry Laggo" account, the forged check payable to "Henry Laggo" in the amount of \$15,150.00 drawn on an account of "Daniel Melamud" at Garden State Bank, Lakewood, New Jersey.

z. In or about December 1991, during meetings in Brooklyn, New York and elsewhere, MORDECHAI KOOGEL, SIMCHA SHAIN, ELI VERSHLEISER and JOHN DOE, a/k/a "Machi," agreed that they would deposit and withdraw the proceeds of counterfeit, stolen and forged checks at financial institutions and share the proceeds.

aa. In or about December 1991, SIMCHA SHAIN, ELI VERSHLEISER and JOHN DOE, a/k/a "Machi," obtained a stolen check from an account of Project OHR at Republic National Bank, New York, New York.

ab. In or about December 1991, SIMCHA SHAIN, ELI VERSHLEISER and JOHN DOE, a/k/a "Machi," traveled from New York to New Jersey to open accounts at financial institutions in the fictitious name "Daniel Melamud" for the purpose of depositing and withdrawing the proceeds of stolen and forged checks.

ac. On or about December 26, 1991, SIMCHA SHAIN, ELI VERSHLEISER and JOHN DOE, a/k/a "Machi," opened an account at Garden State Bank, Lakewood, New Jersey in the fictitious name "Daniel Melamud" (the "Melamud Garden State Bank Account").

ad. On or about December 26, 1991, SIMCHA SHAIN, ELI VERSHLEISER and JOHN DOE, a/k/a "Machi," opened an account at First State Bank, Lakewood, New Jersey in the fictitious name "Daniel Melamud" (the "Melamud First State Bank Account").

ae. On or about December 27, 1991, in Lakewood, New Jersey, JOHN DOE, a/k/a "Machi," deposited into the Melamud Garden State Bank Account a stolen and forged check drawn on the account of Project OHR at Republic National Bank, New York, New York, made payable to "Daniel Melamud" in the amount of \$147,500.00.

af. In or about December 1991, MORDECHAI KOOGEL and EREZ ALT had telephone conversations during which they discussed an account in Boston, Massachusetts through which the proceeds of the stolen and forged Project OHR check could be funnelled.

ag. In or about December 1991, EREZ ALT had telephone conversations from Israel with SHALOM ZILBER in Boston, Massachusetts during which they discussed using an account controlled by SHALOM ZILBER and BARBARA MARIANI in Boston, Massachusetts for the purpose of rapidly funneling the proceeds of checks.

ah. During those telephone conversations, ALT and ZILBER agreed that ALT would arrange the delivery to ZILBER of a check in the approximate amount of \$140,000, that ZILBER would deposit the check into an account in Boston that he controlled, and that ZILBER would then wire transfer the proceeds to foreign accounts.

ai. On or about January 6, 1992, a check was

written on the Melamud Garden State Bank Account payable to SHALOM ZILBER in the amount of \$140,000 (the "Melamud-Zilber" check).

aj. On or about January 9, 1992, in Malden, Massachusetts, SHALOM ZILBER received by UPS next-day delivery from Brooklyn, New York, the Melamud-Zilber check.

ak. On or about January 10, 1992, SHALOM ZILBER deposited the Melamud-Zilber check into an account at Dean Witter Reynolds in Boston, Massachusetts (the "Dean Witter Account") controlled by BARBARA MARIANI and SHALOM ZILBER.

al. On or about January 14, 1992, at the offices of Dean Witter Reynolds in Boston, Massachusetts, BARBARA MARIANI requested and received a Dean Witter check payable to MARIANI and ZILBER in the amount of \$140,000.00 drawn on the Dean Witter Account.

am. On or about January 14, 1992, BARBARA MARIANI deposited the Dean Witter check in the amount of \$140,000 into an account controlled by SHALOM ZILBER and BARBARA MARIANI at First National Bank of Boston, Boston, Massachusetts.

an. On or about January 14, 1992, BARBARA MARIANI faxed a deposit slip to EREZ ALT to confirm that the proceeds had been deposited at First National Bank of Boston and were ready to be wire transferred.

ao. On or about January 14, 1992, SHALOM ZILBER and BARBARA MARIANI received by fax in Malden, Massachusetts, written instructions to wire transfer the proceeds to accounts in Switzerland and Nigeria.

ap. On or about January 15, 1992, pursuant to the instructions received from EREZ ALT, BARBARA MARIANI arranged the wire transfer from Boston, Massachusetts of \$35,000 to an account at the Union Bank of Switzerland and \$100,000 to the account of Julius Adoca at Access Bank of Nigeria through correspondent accounts in New York, New York.

aq. On or about January 2, 1992, in Lakewood, New Jersey, JOHN DOE, a/k/a "Machi," deposited into the Melamud First State Bank Account a counterfeit and forged check payable to "Daniel Melamud" in the amount of \$80,500 purportedly drawn on an account of Shearson Lehman Brothers at Citibank (Delaware).

ar. On or about January 4, 1992, a check was drawn on the Melamud First State Bank Account payable to "M. Weisz" in the amount of \$98,000.00.

as. On or about January 9, 1992, at Banque Indosuez in Zurich, Switzerland, an individual attempted to negotiate the M. Weisz check in the amount of \$98,000.00.

at. On or about January 7, 1992, checks were drawn on the Melamud First State Bank Account payable to "Charlie Brown" in the respective amounts of \$43,000.00 and \$25,000.00.

au. On or about January 8, 1992, at Midlantic National Bank in Lakewood, New Jersey, an individual attempted to negotiate the "Charlie Brown" checks in the respective amounts of \$43,000.00 and \$25,000.00.

av. In or about November 1992, EREZ ALT and SHALOM ZILBER had telephone conversations during which they discussed

depositing and funneling out the proceeds of additional checks. aw. During those telephone conversations, ZILBER and ALT agreed that ALT would arrange the delivery to ZILBER of checks in the approximate amount of \$2 million; that ZILBER would deposit the checks into a bank account he controlled in Boston, and that ZILBER would wire transfer a portion of the proceeds to foreign accounts and keep a percentage of the proceeds.

ax. In or about November 1992, MORDECHAI KOOGEL obtained two checks purportedly drawn on Nova Bank (W.I.) Limited of Anguilla in the amounts of \$1,130,000 and \$987,000 payable to SHALOM ZILBER (the "Nova Bank Checks").

ay. On or about November 5, 1992, in Brooklyn, New York, MORDECHAI KOOGEL arranged for the delivery of the Nova Bank Checks to SHALOM ZILBER in Malden, Massachusetts by Federal Express.

az. On or about November 6, 1992, in Malden, Massachusetts, SHALOM ZILBER received the Nova Bank Checks by Federal Express.

ba. In or about November 1992, MORDECHAI KOOGEL and Joseph Rafaelovitch discussed depositing and withdrawing the proceeds of worthless checks written on Nova Bank (W.I.) Limited of Anguilla.

bb. On or about November 10, 1992, at First National Bank of Boston, Boston, Massachusetts, SHALOM ZILBER deposited one of the Nova Bank Checks into an account controlled by SHALOM ZILBER and BARBARA MARIANI.

(Title 18, United States Code, Section 371.)

COUNT TWO

The Grand Jury further charges:

5. From in or about August 1991 up to and including in or about December 1992, in the Southern District of New York and elsewhere, MORDECHAI KOOGEL, SHAIKE SCHOENBERGER, EREZ ALT, YOAV RIVLIN, JOSH EINHORN, a/k/a "Shooky," FNU RABINOVITCH, a/k/a "Robby," SHALOM ZILBER, BARBARA MARIANI, SIMCHA SHAIN, ELI VERSHLEISER, JOHN DOE, a/k/a "Machi," RALPH SHAY, and ALEX LNU, the defendants, unlawfully, wilfully, and knowingly did execute and attempt to execute a scheme and artifice to defraud various financial institutions, to wit, a scheme to cause financial institutions to make payments upon forged, counterfeit and worthless checks, to obtain the proceeds of those checks and to conceal the proceeds of those checks.

(Title 18, United States Code, Sections 1344 and 2.)

E. Cameron Black
FOREPERSON

Roger S. Hayes
ROGER S. HAYES
United States Attorney

U.S. Department of Justice

United States Attorney
Southern District of New York



H34

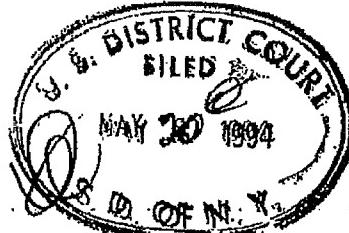
The Silvio J. Mollo Building
One South Andrew's Plaza
New York, New York 10007

A3CR 175

March 29, 1994

Jacob Laufer, Esq.
Laufer & Farkash
101 E. 52nd Street
New York, New York 10022

Re: ELI VERSHLEISER



Dear Mr. Laufer:

On the understandings specified below, the Office of the United States Attorney for the Southern District of New York ("this Office") will accept a guilty plea from ELI VERSHLEISER to a superseding information charging him with failure to appear, in violation of Title 18, United States Code, Section 3146(a)(1) and (b)(1)(B). This charge carries a maximum sentence of one year's imprisonment, a maximum term of one year's supervised release, a maximum fine of \$100,000, and a mandatory \$25 special assessment, which special assessment ELI VERSHLEISER agrees to pay before sentencing.

If ELI VERSHLEISER fully complies with the understandings specified in this Agreement, except for criminal tax violations (as to which this Office cannot and does not make any agreement), he will not be further prosecuted by this Office for any crimes related to his participation, from in or about Fall 1991 until in or about mid-1993, in a scheme to cause financial institutions to make payments upon forged, counterfeit and worthless checks, to obtain the proceeds of those checks and to conceal the proceeds of those checks and, from in or about Fall 1991 until in or about mid-1993, in a scheme to use stolen and counterfeit credit cards. In addition, he will not be further prosecuted by this Office for any crimes related to his failure to appear, as required by the May 14, 1992 order of the Honorable Charles E. Stewart. In addition, if ELI VERSHLEISER fully complies with the understandings specified in this Agreement, the Government will, at the time of sentence, move to dismiss Indictments 93 Cr. 75 (LES) and SI 93 Cr. 75 (LES).

In addition, if ELI VERSHLEISER fully complies with the

understandings specified in this Agreement, no testimony or other information given by him (or any other information directly or indirectly derived from such testimony or other information) will be used against him in any criminal tax prosecution. This Agreement does not provide any protection against prosecution for any crimes except as set forth above.

The understandings are that ELI VERSHLEISER shall truthfully disclose all information with respect to the activities of himself and others concerning all matters about which this Office inquires of him, shall cooperate fully with this Office, the Federal Bureau of Investigation, the New York City Department of Investigation, and any other law enforcement agency so designated by this Office, shall attend all meetings at which his presence is requested with respect to the matters about which this Office inquires of him, and further, shall truthfully testify before the grand jury and/or at any trial or other court proceeding with respect to any matters about which this Office may request his testimony. Any assistance ELI VERSHLEISER may provide to federal criminal investigators shall be pursuant to the specific instructions and control of this office and those investigators. This obligation of truthful disclosure includes an obligation upon ELI VERSHLEISER to provide to this Office, upon request, any document, record or other tangible evidence relating to matters about which this Office or any designated law enforcement agency inquires of him.

It is further understood that the sentence to be imposed upon ELI VERSHLEISER is within the sole discretion of the sentencing judge. This Office cannot and does not make any promise or representation as to what sentence ELI VERSHLEISER will receive, nor will it recommend any specific sentence to the sentencing judge. However, this Office will inform the sentencing judge and the Probation Department of (1) this Agreement; (2) the nature and extent of ELI VERSHLEISER's activities with respect to this case; (3) the nature and extent of any and all other activities of ELI VERSHLEISER which this Office deems relevant to sentencing; and (4) the full nature and extent of ELI VERSHLEISER's cooperation with this Office and the date when such cooperation commenced. In so doing, this Office will use any and all information it deems relevant, including information and statements provided by ELI VERSHLEISER both prior to and subsequent to the signing of this Agreement. In addition, if it is determined by this Office that ELI VERSHLEISER has provided substantial assistance in an investigation or prosecution, and if ELI VERSHLEISER has otherwise complied with the terms of this Agreement, this Office will file a motion pursuant to Section 5K1.1 of the Sentencing Guidelines, advising the sentencing judge of all relevant facts pertaining to that determination and requesting the Court to sentence ELI VERSHLEISER in light of the factors set forth in Section

5K1.1(a)(1)-(5).

It is also understood that, should this Office determine that ELI VERSHLEISER has not provided substantial assistance in an investigation or prosecution, or has otherwise breached this Agreement, such a determination will release this Office from any obligation to file a motion pursuant to Section 5K1.1 of the Sentencing Guidelines as described in the preceding paragraph, but will not entitle ELI VERSHLEISER to withdraw ELI VERSHLEISER's guilty plea once it has been entered.

It is understood that, even if such a motion is filed, the sentence to be imposed on ELI VERSHLEISER remains within the sole discretion of the sentencing judge. Furthermore, this Office retains the right to present to the sentencing judge and Probation Department, either orally or in writing, any and all facts and arguments relevant to sentencing. It is further understood that this Agreement in no way affects or limits this Office's right to respond to and take positions on post-sentencing motions or requests for information which relate to reduction or modification of sentence.

It is further understood that, except as specified above with respect to criminal tax prosecutions, this Agreement is limited to the United States Attorney's Office for the Southern District of New York, and cannot bind other federal, state or local prosecuting authorities, although this Office will bring the cooperation of ELI VERSHLEISER to the attention of other prosecuting offices, if requested by ELI VERSHLEISER's counsel.

It is further understood that ELI VERSHLEISER must at all times give complete, truthful, and accurate information and testimony and must not commit any further crimes whatsoever. Should ELI VERSHLEISER commit any further crimes or should it be determined that he has given false, incomplete, or misleading testimony or information, or should he otherwise violate any provisions of this Agreement, ELI VERSHLEISER shall thereafter be subject to prosecution for any federal criminal violation of which this Office has knowledge, including, but not limited to, perjury and obstruction of justice. Any such prosecutions may be premised upon any information and statements provided by ELI VERSHLEISER both prior to and subsequent to the signing of this agreement. Moreover, any such prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against ELI VERSHLEISER in accordance with this Agreement, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of any such prosecutions. It is the intent of this Agreement to waive any and all defenses based on the statute of limitations with respect to any

prosecutions which are not time-barred on the date this Agreement is signed.

Furthermore, it is agreed that in the event that it is determined that ELI VERSHLEISER has violated any provision of this Agreement; (i) all statements made by ELI VERSHLEISER to this Office or other designated law enforcement agents, or any other testimony given by ELI VERSHLEISER before a grand jury or other tribunal, whether prior to or subsequent to this Agreement, or any leads from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings hereafter brought against ELI VERSHLEISER and (ii) ELI VERSHLEISER shall assert no claim under the United States Constitution, any statute, Rule 11(e)(6) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by him prior to or subsequent to this Agreement, or any leads therefrom, should be suppressed. It is the intent of this Agreement to waive any and all rights in the foregoing respects.

With respect to this matter, this Agreement supersedes all prior, if any, understandings, promises and/or conditions between this Office and ELI VERSHLEISER. No additional promises, agreements, and conditions have been entered into other than

those set forth in this letter and none will be entered into unless in writing and signed by all parties.

Very truly yours,

MARY JO WHITE
United States Attorney

By: Susan E. Brune
SUSAN E. BRUNE
Assistant United States Attorney

(212) 791-9156

APPROVED:

Paul Sheehan
PAUL SHEEHAN
Chief, Criminal Division

AGREED AND CONSENTED TO:

E Vershleiser
ELI VERSHLEISER

APPROVED:

Jacob Laufer
JACOB LAUFER
Attorney for ELI VERSHLEISER



Tel. Con

U.S. Department of Justice

United States Attorney
Southern District of New York

The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007

June 21, 1994

RECEIVED

JUN 21 1994

Magistrate Judge Michael H. Dolinger
United States District Court
Southern District of New York
Foley Square
New York, New York

MICHAEL H. DOLINGER
UNITED STATES MAGISTRATE JUDGE
S. D. N. Y.

Re: United States v. Eli Vershleiser
S2 93 Cr. 175

Dear Judge Dolinger:

Your Honor has scheduled the sentencing of defendant Eli Vershleiser for June 29, 1994. Mr. Vershleiser pleaded guilty to a misdemeanor before Your Honor, pursuant to a cooperation agreement. Since Mr. Vershleiser's cooperation is not yet complete, the government respectfully requests that Mr. Vershleiser's sentencing be adjourned to September. The defense joins in this request.

Respectfully submitted,

MARY JO WHITE
United States Attorney

By: Susan E. Brune
SUSAN E. BRUNE
Assistant United States Attorney
Tel. No.: (212) 791-9156

cc: Jacob Laufer, Esq.
Probation Officer Mark Brooks

SEB:rmb

EXHIBIT M

DOC. # 6

AO 245-8 (Rev. 4/90) Sheet 1 - Judgment in a Criminal Case

United States District Court

SOUTHERN

District of NEW YORK

UNITED STATES OF AMERICA

V.

JUDGMENT IN A CRIMINAL CASE
(For Offenses Committed On or After November 1, 1987)

Case Number: S2 93cr 175-10 (LJS)

ELI VERSHLEISER
(Name of Defendant)

JACOB LAUFER

Defendant's Attorney

THE DEFENDANT:

- pleaded guilty to count(s) COUNT ONE OF THE INFORMATION alter a
 was found guilty on count(s) _____
 plea of not guilty.

Accordingly, the defendant is adjudged guilty of such count(s), which involve the following offenses:

Title & Section	Nature of Offense	Date Offense Concluded	Count Number(s)
18 USC sec 5032	FAILURE TO APPEAR	5/20/92	1

#94,2368

12/6/94

The defendant is sentenced as provided in pages 2 through 2 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984:

- The defendant has been found not guilty on count(s) _____ and is discharged as to such count(s).
 Count(s) _____ (is)(are) dismissed on the motion of the United States.
 It is ordered that the defendant shall pay a special assessment of \$ 25.00, for count(s) 1, which shall be due immediately as follows:

IT IS FURTHER ORDERED that the defendant shall notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid.

MICHELMILLION

Defendant's Soc. Sec. No. [REDACTED]

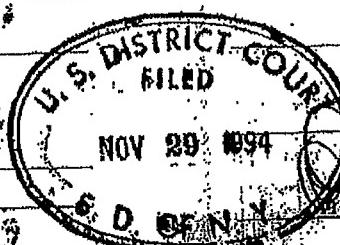
Defendant's Date of Birth: 6/29/74

Defendant's Mailing Address:

520 FOREST AVENUE
LAKEWOOD, NJ 08701

Defendant's Residence Address:

SAME AS ABOVE



NOVEMBER 14, 1994

Date of Imposition of Sentence

Signature of Judicial Officer

MICHAEL H. DOLINGER, U.S.M.J.
Name & Title of Judicial Officer

NOVEMBER 21, 1994

Date

NOV 29 1994

Defendant: ELI VERSHEISERCase Number: s2 93cr 175 (LLS)**PROBATION**

The defendant is hereby placed on probation for a term of 1 year.

While on probation, the defendant shall not commit another Federal, state, or local crime, shall not illegally possess a controlled substance, and shall not possess a firearm or destructive device. The defendant also shall comply with the standard conditions that have been adopted by this court (set forth below). If this judgment imposes a fine or a restitution obligation, it shall be a condition of probation that the defendant pay any such fine or restitution. The defendant shall comply with the following additional conditions:

The defendant is to engage in community service of 100 hours.

STANDARD CONDITIONS OF SUPERVISION

While the defendant is on probation pursuant to this judgment, the defendant shall not commit another federal, state or local crime. In addition:

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer within 72 hours of any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit inspection of any contraband observed in plain view by the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

EXHIBIT N

UNITED REALTY ADVISORS, LP
44 Wall Street
Second Floor
New York, NY 10005

December 2, 2013

Mr. Eli Verschleiser
44 Wall Street
Second Floor
New York, NY 10005

Via Hand Delivery

Dear Mr. Verschleiser:

Reference is made to that certain employment agreement entered into by and between you and United Realty Advisors, LP (the "Company") dated January 4, 2012 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

This letter is intended to advise you that the General Partner of the Company has determined that you have failed to adequately perform your Company Duties in that, among other things:

- (i) You are excessively absent which prevents you from fulfilling the obligations of your position;
- (ii) You have made unauthorized distributions of Company funds to yourself and/or your affiliates;
- (iii) You have failed to attend scheduled weekly meetings of the Company's Real Estate team and Investment Committee;
- (iv) You have wrongfully caused employees of the Company to prepare marketing materials and other promotional materials for your Affiliates Our Place and Magenu without proper authorization, and without any compensation therefore, thereby wasting Company assets;
- (v) You have wrongfully caused employees of the Company to create and administer web sites for your Affiliates Our Place and Magenu without proper authorization, and without any compensation therefore, thereby wasting Company assets;

- (vi) You have wrongfully caused the Company's computer servers to act as computer servers for Our Place and Magenu, without authority for same, both wasting company assets and putting the Company at risk for violations of law and subjecting the Company to potential claims;
- (vii) You have wrongfully caused employees of the Company to provide IT services for you and your Affiliates Our Place, Magenu and Multi-Capital Group, without proper authorization, and without any compensation therefore, thereby wasting Company assets;
- (viii) You have failed to follow Company protocol with respect to underwriting potential real estate transactions, and have unilaterally made offers to purchase assets on behalf of the Company or its affiliates without proper authorization for same;
- (ix) You have failed to attend due diligence meetings hosted by the Company as advisor to United Realty Trust Incorporated (the "REIT") where your presence was required;
- (x) You have failed to attend board of director meetings of the REIT;
- (xi) You have committed fraud with respect to a member of the Group in connection with the application of Cabot Lodge Securities, LLC with the Florida Division of Securities by misrepresenting that you had not been arrested and charged of a crime when in fact you were arrested and charged with a crime (impersonating a police officer) and failing to disclose same to the Florida Division of Securities in response to a direct question regarding same;
- (xii) You have provided Company business cards and Company email addresses to persons who are not employees of the Company;
- (xiii) You have caused the Company to hire vendors who installed telephone systems and/or technologies in your home and/or for your Affiliates, at the Company's costs;
- (xiv) You have advertised the sale of Company equipment on internet based web sites, sold same, and failed to remit the proceeds thereof to the Company;
- (xv) You made a personal pledge to contribute \$5,000 to a charity called the Menachem Foundation, and then wrongfully caused the Company to make payment of same;
- (xvi) the foregoing constitutes breaches of your fiduciary duty to the Company and the Group in connection with the performance of your Company Duties; and

(xvii) the foregoing constitute wilful acts of misconduct or gross neglect in the conduct of your Company Duties.

As a result of the foregoing, the General Partner has determined that your employment with the Company should be, and is hereby terminated, effective immediately.

Very truly yours,
URTI GP LLC,
By: United Realty Advisor Holdings, LLC
Its Manager

By: 
Jacob Friedman, Manager

**Winter 866 UN LLC
c/o Jacob Frydman
46 Ledgerock Lane
Hyde Park, New York, 12538**

December 2, 2013

Mr. Eli Verschleiser
44 Wall Street
Second Floor
New York, NY 10005

Via: Hand Delivery

NOTICE OF REMOVAL FOR CAUSE

Please take notice that pursuant to Section 3.1.3 of that certain Operating Agreement of United 866 Management, LLC (the "Company") made as of September 27, 2013, by and among Winter 866 UN LLC ("JF"), EVUNP Holdings LLC ("EV"), Jacob Frydman ("Frydman") and Eli Verschleiser ("Verschleiser") (the "Agreement") JF hereby notices the removal of Verschleiser as a Manager for Cause. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

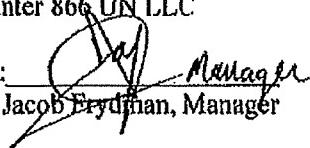
The reasons for said removal include:

- (i) the commission of fraud affecting the Group or property of any member of the Group in representing to Frydman that Verschleiser has sourced at least \$7 million of equity from investors for United Realty 866 UN Plaza, LLC to be timely invested by such investors as Investor Members in United Realty 866 UN Plaza, LLC so as to meet United Realty 866 UN Plaza, LLC's obligations with respect to depositing into escrow at least 12.5% of the equity capital of 866 UN Plaza Venture LLC pursuant to the Operating Agreement of 866 UN Plaza Venture LLC;
- (ii) the commission of fraud affecting the Group or property of any member of the Group in representing to Barry Funt that if Frydman consented to giving Verschleiser the controlling vote among the Managers of the Company in event of a deadlock in the decisions of the Managers, Verschleiser would fund \$1,000,000 on November 29, 2013 in order for United Realty 866 UN Plaza, LLC to meet its obligations with respect to depositing into escrow at least 12.5% of the equity capital of 866 UN Plaza Venture LLC pursuant to the Operating Agreement of 866 UN Plaza Venture LLC, and then failing to do so when Frydman consented to same;

- (iii) the commission by Verschleiser of a willful act of misconduct or gross neglect in the conduct of his duties by failing to fund \$650,000 on November 29, 2013 to the capital of 866 UN Plaza Venture LLC in breach of his agreement to do so;
- (iv) the breach of fiduciary duty in connection with the performance of Verschleiser's duties to the Group in his capacity as Manager, or otherwise in any other capacity which such person may be associated with the Group in failing to raise any equity capital in a timely fashion in order for United Realty 866 UN Plaza, LLC to meet its obligations with respect to depositing into escrow at least 12.5% of the equity capital of 866 UN Plaza Venture LLC pursuant to the Operating Agreement of 866 UN Plaza Venture LLC, and then failing to do so when Frydman consented to same;
- (v) the commission by Verschleiser of a willful act of misconduct or gross neglect in the conduct of his duties by failing to raise any equity capital in a timely fashion in order for United Realty 866 UN Plaza, LLC to meet its obligations with respect to depositing into escrow at least 12.5% of the equity capital of 866 UN Plaza Venture LLC pursuant to the Operating Agreement of 866 UN Plaza Venture LLC; and
- (vi) the commission by Verschleiser of a "Bad Boy Act" pursuant to Section 3.1.6 of the Agreement by acting in bad-faith in connection with his demand that only if he became the sole manager of the Company to the exclusion of Frydman as communicated by Verschleiser to Martin Bell who communicated same to Frydman on November 27, 2013 would he fund the balance of monies required for United Realty 866 UN Plaza, LLC to meet its obligations with respect to depositing into escrow at least 12.5% of the equity capital of 866 UN Plaza Venture LLC pursuant to the Operating Agreement of 866 UN Plaza Venture LLC.

Please take further notice that upon Verschleiser's removal for Cause, then, in addition to any other rights which the Company, the other Manager or the Members may have against Verschleiser, Verschleiser shall not be entitled to any indemnification by the Company or any company of which the Company is a manager or general partner, and Verschleiser shall be liable to the Company or any company of which the Company is a manager or general partner, for all damages suffered by the Company or any company of which the Company is a manager or general partner, resulting from Verschleiser's wrongful actions or failures to act. In addition, pursuant to Section 3.7.3 of the Agreement, upon removal, a removed Manager shall no longer be entitled to receive any compensation as manager or any salary as an employee, from the Company, the General Partner, the Partnership, or any company of which the Company is a manager or general partner.

Very truly yours,
Winter 866 UN LLC

By: 
Jacob Frydman, Manager

JFURTI, LLC
c/o Jacob Frydman
46 Ledgerock Lane
Hyde Park, New York, 12538

December 2, 2013

Mr. Eli Verschleiser
44 Wall Street
Second Floor
New York, NY 10005

Via: Hand Delivery

NOTICE OF REMOVAL FOR CAUSE

Please take notice that pursuant to Section 3.1.3 of that certain Operating Agreement of United Realty Advisor Holdings LLC (the "Company") made as of August 1, 2011, by and among JFURTI, LLC ("JF"), EVURTI, LLC ("EV"), Jacob Frydman ("Frydman") and Eli Verschleiser ("Verschleiser") (the "Agreement") JF hereby removes Verschleiser as a Manager for Cause, effective immediately. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The reasons for said removal include:

- (i) breaches by Verschleiser of the provisions of Section 3.1.5 (h) of the Agreement by failing to obtain the prior written approval of Frydman for, and then making unauthorized distributions to himself or his affiliates from the Partnership on or about August 18, 2013 and on November 7, 2013 in the aggregate sum of \$117,058.51 which have not been cured by repaying same to the Company within five (5) business days of written notice given to Verschleiser by Frydman on November 13, 2013, which also constitutes a breach of Section 3.1.4 (e) by drawing upon checking and other accounts of the Company or any company of which the Company is a manager or general partner, where the sum involved exceeds \$50,000, without the signature of Frydman. To the extent that any portion of the foregoing is claimed by Verschleiser to be a payment of "interest" in connection with a loan made by Verschleiser or his Affiliate to the Company or any company of which the Company is a manager or general partner, then the same constitutes a breach by Verschleiser of Section 3.1.5 (d) by failing to obtain the prior written approval of Frydman for, and then entering into an unauthorized agreement with any Member or any Affiliate of any Member, as well as a breach of Section 3.14 (a) by negotiating, executing, delivering and/or performing on behalf and in the name of the Company or any company of which the Company is a manager or general partner, of one or more promissory notes and/or other evidences of

indebtedness where the sum involved exceeds \$50,000, and without the signature of Frydman, as well as a breach of Section 3.1.4 (b) by borrowing money by the Company or any company of which the Company is a manager or general partner, and where the sum involved exceeds \$50,000, without the signature of Frydman, and also a breach of Section 3.1.4 (c) by drawing upon checking and other accounts of the Company or any company of which the Company is a manager or general partner, where the sum involved exceeds \$50,000, without the signature of Frydman.

- (ii) breaches by Verschleiser of the provisions of Section 3.10 of the Agreement by failing to devote at least 90% of his normal, professional business time (subject to limited charitable endeavors and, retention of all of their existing other business interests which exist on the date hereof) to the business and affairs of the Group and such other joint enterprises that Frydman and Verschleiser have agreed to undertake jointly;
- (iii) breaches by Verschleiser of the provisions of Section 3.7.1 of the Agreement by failing to present all REIT Opportunities of which he becomes aware to the REIT for consideration, and specifically, failing to present that certain joint venture with an affiliate of Sam Boymelgreen opportunity to the REIT; and without the REIT determining that said REIT Opportunity should not be pursued by the REIT, pursuing said REIT Opportunity on his own;
- (iv) breaches by Verschleiser of the provisions of Section 3.10 of the Agreement by pursuing that certain joint venture with an affiliate of Sam Boymelgreen to the exclusion of Frydman, and devoting time to said opportunity;
- (v) breaches by Verschleiser of the provisions of Section 3.10 of the Agreement by pursuing the Chester Greens transaction to the exclusion of Frydman, and devoting time to said opportunity;
- (vi) breaches by Verschleiser of the provisions of Section 3.1.7 of the Agreement by causing transactions between the Partnership and Verschleiser's affiliates, and specifically Our Place and Magenu, to use the services of employees of the Partnership to prepare marketing materials and other promotional materials for Our Place and Magenu and creating web sites for same without any compensation therefore, and without disclosing same to the other Manager and the Members, and without having obtained the unanimous written affirmative consent of all of the Managers and Members to same and the transactions being unfair to the Advisor;
- (vii) breaches by Verschleiser of the provisions of Section 3.1.7 of the Agreement by causing transactions between the Partnership and Verschleiser's affiliates, and specifically Our Place and Magenu, to use the Partnership's computer servers as the computer servers for Our Place and Magenu, without any compensation therefore, and without disclosing same to the other Manager and the Members, and without having obtained the unanimous written affirmative consent

of all of the Managers and Members to same and the transactions being unfair to the Partnership;

- (viii) as a member of the board of directors of the REIT, by failing to attend or participate in scheduled board meetings and telephonic meeting of the board of directors;
- (ix) as a member of the Advisor's Investment Committee, by failing to attend or participate in scheduled Investment Committee Meetings;
- (x) by committing fraud with respect to a member of the Group in connection with the application of Cabot Lodge Securities, LLC with the Florida Division of Securities by misrepresenting that he had not been arrested and charged of a crime when in fact he was arrested and charged with the crime of impersonating a police officer and failing to disclose same to the Florida Division of Securities in response to a direct question regarding same;
- (xi) the foregoing constituting a breach of fiduciary duty by Verschleiser in connection with the performance of his duties to the Group; and
- (xii) the foregoing constituting wilful acts of misconduct or gross neglect in the conduct of his duties by Verschleiser.

Please take further notice that as a result of the immediate removal of Verschleiser for Cause, then, in addition to any other rights which the Company, the other Manager or the Members may have against Verschleiser, Verschleiser shall not be entitled to any indemnification by the Company or any company of which the Company is a manager or general partner, and Verschleiser shall be liable to the Company or any company of which the Company is a manager or general partner, for all damages suffered by the Company or any company of which the Company is a manager or general partner, resulting from Verschleiser's wrongful actions or failures to act. In addition, pursuant to Section 3.7.3 of the Agreement, upon removal, a removed Manager shall no longer be entitled to receive any compensation as manager or any salary as an employee, from the Company, the General Partner, the Partnership, or any company of which the Company is a manager or general partner.

Very truly yours,
JFURTI, LLC

By:

Jacob Eryzman, Manager

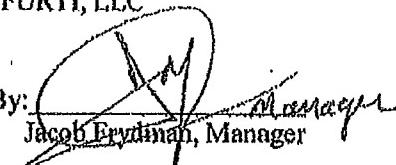


EXHIBIT O

5/1/2014

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Category: Financial Services

Jacob Frydman, Jake Frydman, Jake the snake Frydman, Jacob A Frydman, United Realty Partners, United Realty Trust, LambdaStar, Hudson York, Hudson-York Capital LLC, White Acre Equities, Senergy USA LLC, Surrey Equities, LLC, Tivoli Partners LLC, Master of deception, Megalomaniac, Scam, Fraud, Thief, Criminal, Ponzi New York New York

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Jacob Frydman is trying to raise money from the public through a Non Traded REIT, **United Realty Trust**. He has induced many to work for his failing company by promising them stock as an incentive which he never delivers. His partner who funded the company resigned and sued him for stealing and fraud. Jacob Frydman will wine you, dine you, then screw you. He does not pay his bills, even the smallest of them. He will not reimburse you. He will sign documents and then completely ignore and define them to his liking. Look closely at his track record. You will see the truth by doing some simple homework on Jacob Frydman or the dozens of failed businesses and companies he has created every few years and over the

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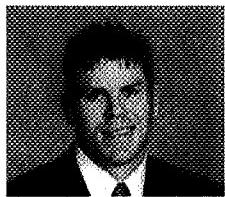
course of his career. He may have one or two success stories, but when digging deeper the truth of the success is ultimately uncovered as a failure. Can it be a scam? Is it like Madoff on a small scale? Is there a fraud taking place? How many banks are screwed? Is there a criminal hiding within? Protect yourself as the poor innocent people get hurt daily in this fictitious world wannabes. Ask your lawyer to do investing with any suspect.

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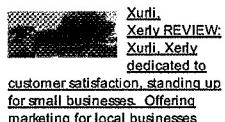
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Posted 2014-04-12 by scammed by them too

dishonest / fraud

Complaint Rating:

Contact Information:

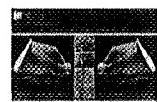
United realty Trust
44 wall street
United States
Phone: 212-300-0000
urpa.com

this company will not give you back your money when you ask them to do so. they have taken hundreds of thousand from people and act like they are honest but they will not return your money when you ask for it back. be aware. look up the ceo jacob frydman and it seems like he is not honest or a wall street thief.

EXHIBIT Q


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[UnitedRealtyTrust.com \(/categories/investment-scams-complaints/unitedrealtytrustcom/\)](#) >
 They take your investment in the stock they sell and then dont let you get the money back


Amount: \$250,000.00

Country: USA
 State: NY
 Added: Apr 12, 2014
 Report ID#: 6887

They take your Investment in the stock they sell and then dont let you get the money back

Company: UnitedRealtyTrust.com
[\(/companies/unitedrealtytrustcom/\)](#) (1 Complaint)

CrashPlan Data Backup

 [code42.com/CrashPlan](#)

Space for every file & a plan for every budget.
 Get Started!

Smith System 17213 Black

REIT Magazine

NYC-Area Investor Deals

This company is supposed to be public and audited by ernst and young, they promise to give you your money back and when you request it they say you can not get it back. It is a non-traded reit that I now see has many problems. I will call the sec to complain. please help me it is all of my retirement money

Complaint resolution: we asked them for a repayment as they tell you can have when you need it

Timeshare Cancellation

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Complaint Status:

UNRESOLVED

Total amount reported:

\$38,149,007.83

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Recent Comments:

Company: CoffeeVendingBus...
 SCAM WRITTEN ALL OVER IT...

Company: CoffeeVendingBus...

Company Website: www.unitedrealtytrust.com (<http://www.unitedrealtytrust.com>)
Company Email: Info@UnitedRealtyTrust.com
Company Phone: 212-388-6800
Sales Person: Jacob Frydman
Company Address: 60 Broad Street 34th Floor
Managers: Jacob Frydman

As of 4/29/2014 this is his information: Ryan Lano.... Lipsos...
Phone number 347-357-2050, (888) 228-1289, (973) 510-0370

Company: CoffeeVendingBusi...
Ryan Lano.... Lipsos... Phone number 347-357-2050, (888) 228-1289, (973) 510-0370

Company: WakeupNow.com (/...
Lol. That was a funny episode, but that was basically the EXACT opposite of what WUN does. Nobody is forced ...

Company: Craigslist Scams (/...
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Official company response:

Company Representative? Click here (/resolve-it)

No official response yet.

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Jared Deuel — Jarrod- I got an email word for word from what that guy on here said & charged with all 3 charges!!! I found ...

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Claiming we owed money | Scam Report ID: #7075

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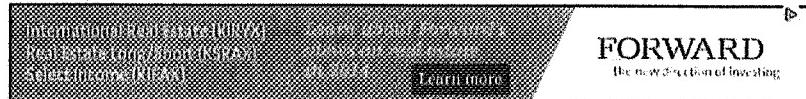
Guest — I have also received the same email but from Adam Thomas 229-516-7471 Ext 108

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From: ScamGuard Office
To: Daniel Edelman
Subject: Re: ATTN: LEGAL
Date: Tuesday, July 22, 2014 6:57:40 PM
Attachments: image001.png

Hi Daniel,

Here is the information you have requested. I did not want to involve our lawyer, it costs too much. The complaints have been taken down long ago, I was just waiting for the information from the programer.

This is everything we've got:

Complaint #8516
Username: upstateperson
First Name: upstate
Last Name: person
Email address: upstate@mailtothis.com (confirmed by verification code)
Phone number: [917-578-3300](tel:917-578-3300)
Date joined: 07/15/2014
Time: 00:48:56
IP: 172.56.18.186

Complaint #6887
Username: theygotme
First Name: scammedbyunited
Last Name: scammedbyunited
Email address: scammedbyunited@mailinator.com (confirmed by verification code)
Phone number: [310-555-1212](tel:310-555-1212)
Date joined: 04/12/2014
Time: 01:22:56
IP: 108.29.11.176

Please confirm that you have received the information.

Hope this helps your case.

Sincerely,
Boris

Attention: If you are a victim of a fraudulent organization or an unlawful individual, your credit history and identity may be at risk. Learn how to keep your credit safe from identity theft and unauthorized changes. Read the article [here](#).

Most dangerous scams of 2014 - [Read article](#).

Regards,
ScamGuard Team

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United Realty Trust

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United Realty Trust

by [anotherloser](#) » Mon Apr 14, 2014 2:14 am

being denied a redemption of 300k.
anyone know more about this reit?
i searched Jacob Frydman and see fraud cases with this ceo of united reality
<http://www.unitedrealtytrust.com> <http://www.urpa.com>

EXHIBIT S

Report: #1139786

Complaint Review: Jacob Frydman

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 Always tries to scam and use others
 money, buy like properties New York
 New York

[T.G.H. Commercial Funding Todd](#)
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 Money Lender Operating Out of
 Hong Kong Famed Education
 Does not understand OFCs Auburn
 Maine

[Jacob Joey Lizardo, Joey, Joey](#)
 Lizardo, Jacob Lizardo, Sean, Jason,
 SEX OFFENDER, Bar, very mentally
 unstable, Lie's about Arizona HIV
 San Diego California

[Columbus Police Department Officer](#)
 Jacob Cook is a very police officer I
 was going to sue two computer
 members on selecting the one guy
 tested me asking for pictures I sent
 him now he agreed to sue me the
 next day he backed out I told him
 thank's a little wasting my time than
 he threatened me with his other friend
 Jacob cook he called me saying
 they're would be a harassment
 charges filed if I didn't take testing
 he threaten me is why I file a case
 people think they are friends with a
 officer they can threaten you talk to
 that they contact me first his friend
 was threatening me hateful comments
 and calling me a no nothing
[Report](#)

[Info: George Kishanay.com, Jacob Eyer,](#)
 The Upset Doctor, Reading
 Comprehensive LSAT Course, The
 Unorthodox Reader,
 Comprehensive LSAT Course,
 EC and Economic Fluids
[Jacob Frydman, Jake Frydman,](#)
 like the judge Frydman, Jacob A

Submitted: Thu, April 17, 2014 Updated: Thu, April 17, 2014

Reported By: Jury — Yonkers New York

Jacob Frydman Phone:
 Wall Street
 New York, New York
 USA Web:
[Category: Financial Services](#)

Jacob Frydman , Winter Investors, Summer Investors, Parker Note Always tries to scam and use others money to take properties New York New York

Like 0 | 341 Recommend this on Google+ | Tweet 0

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Jacob Frydman will do anything to hurt anyone. He has tried to steal properties by using money from others to buy mortgages and then tries to foreclose. He tries to take from Investors and Investments.

He will soon be in jail for this and check the records back to his role as an attorney in Ohio.

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 line of defense
 on the Internet.

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7/11/2014

Jacob Frydman | [jacobfrydmanfraud](#)

jacobfrydmanfraud

FRAUD ALERT



Biggest real estate FRAUD man – Jacob Frydman

Jacob Frydman

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7/11/2014

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EXHIBIT U



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Posted on 27.06.2014 Tagged #Jacob Frydman #Real estate #Fraud #Criminal

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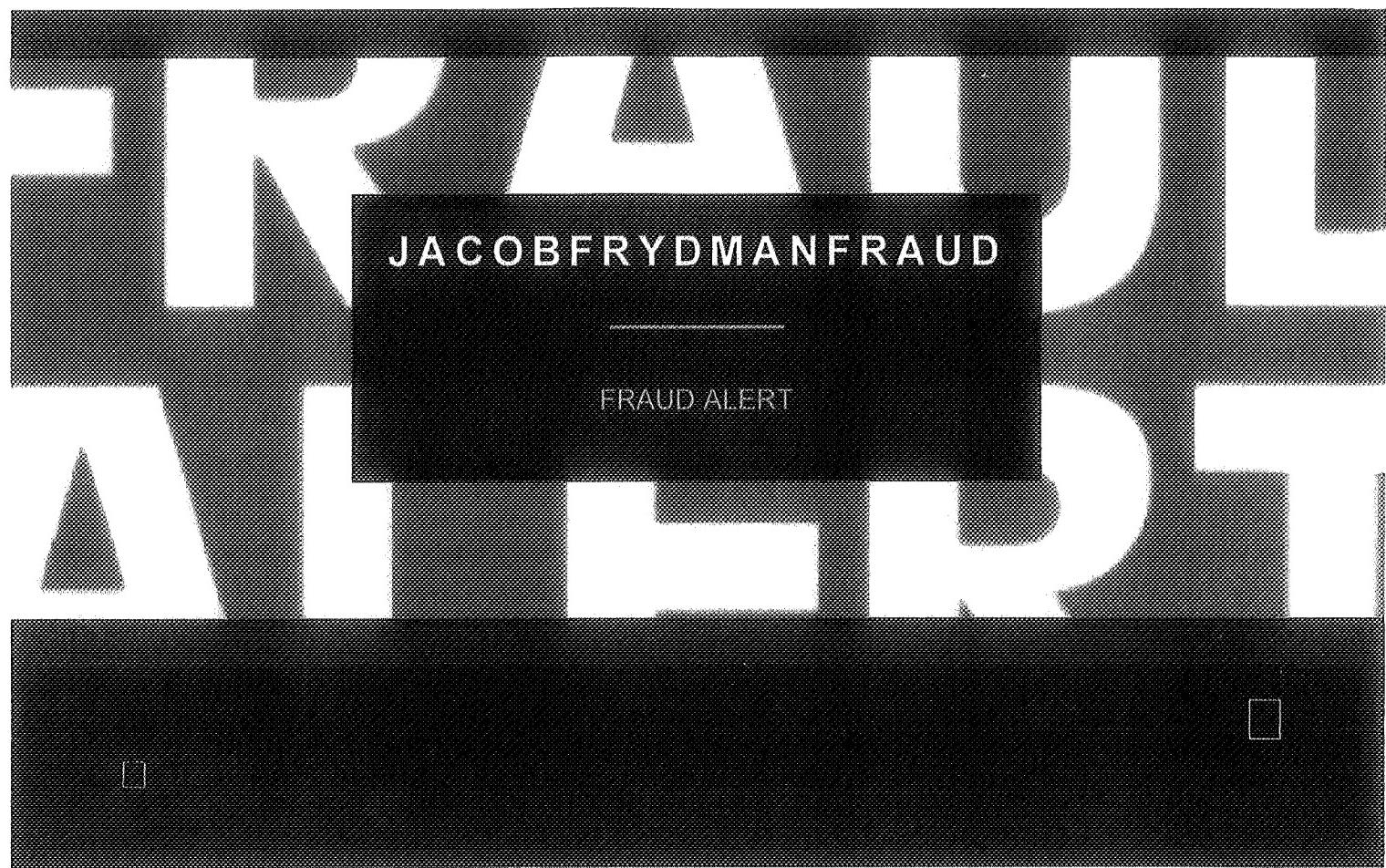
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Biggest real estate FRAUD man – Jacob Frydman

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Saturday, June 28, 2014

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Don't Become A Victim Of Real Estate & Mortgage Fra...

FRAUD ALERT

The image shows a man in a dark suit and a light-colored shirt with a tie, sitting at a desk. He is looking down at his hands, which are clasped together on the desk. The background is slightly blurred, showing what might be an office environment with papers and other items on the desk. The entire image is enclosed within a thick black rectangular border.

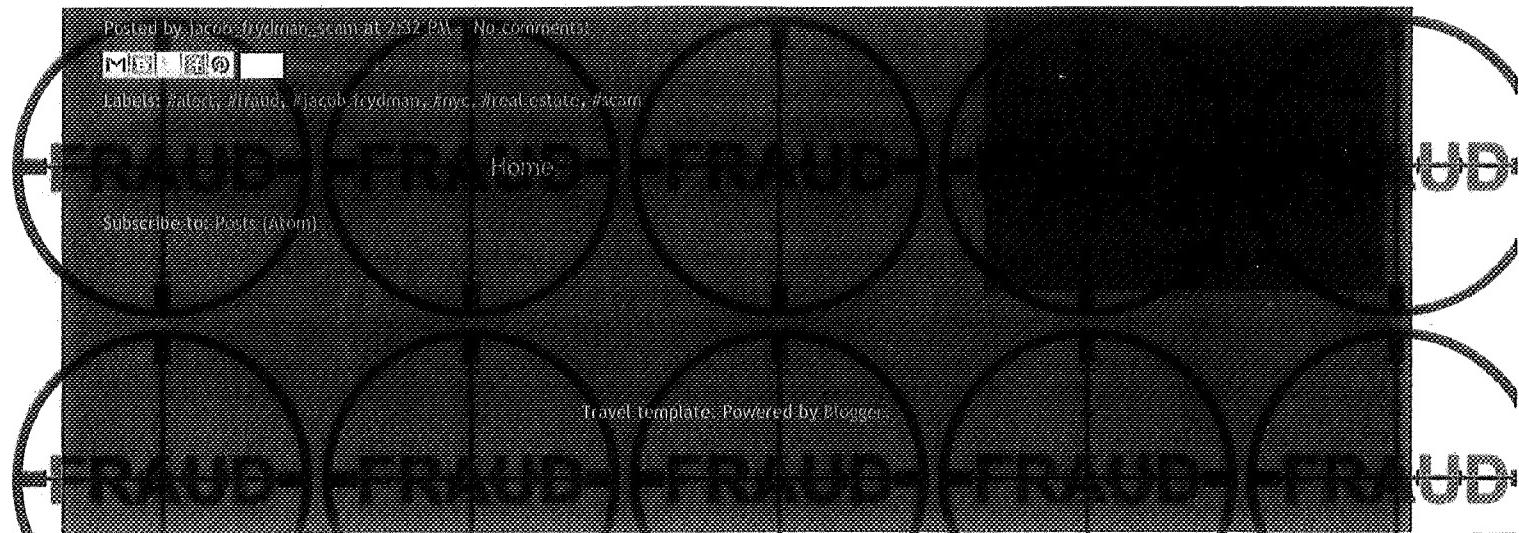


EXHIBIT X